

MAURICE RIVER TOWNSHIP BOARD OF EDUCATION

(PORT ELIZABETH, NEW JERSEY)

AGREEMENT BETWEEN

MAURICE RIVER TOWNSHIP BOARD OF EDUCATION

AND

MAURICE RIVER TOWNSHIP SUPPORTIVE STAFF

(Cafeteria Workers, Custodial Maintenance,
Clerical, Educational Aides)

EFFECTIVE DATES: ~~X~~ JULY 1, 1984 TROUGH JUNE 30, 1986

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PREAMBLE

Introduction to Preamble:

The Maurice River Township Board of Education and the Maurice River Township Supportive Association/NJEA, the parties to this Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith, honor, support and seek to fulfill; and shall constitute a binding obligation of the parties for the duration hereof, or until changed by mutual consent in writing. -.

Hereafter, the Maurice River Township Board of Education shall be called the "Board," and the Maurice River Township Supportive Association/NJEA shall be called the "Association."

RECOGNITION

- A. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Maurice River Township Board of Education recognizes the Maurice River Township Supportive Association as the sole and exclusive bargaining agent for all regularly employed personnel covered by this Agreement and in all matters pertaining to wages and other terms and conditions of employment.
- B. The provision of this Agreement shall apply to all of the following full and part-time employees:
 - 1. Food Service
 - a. Assistant to the Manager
 - b. Food Service Workers
 - 2. Pupil Transportation
 - a. School Bus Drivers
 - b. Substitute Bus Drivers

but excluding Transportation Supervisor
 - 3. Plant Maintenance and Operation
 - a. Building Maintenance
 - b. Building Service Workers
 - 4. Secretaries
 - a. Principal Clerk
 - b. Senior Clerk
 - c. Clerk Typist
 - 5. Aides
- C. The provisions of this Agreement shall not apply to the following employees:
 - 1. Management Employees
 - 2. Professional Employees
 - 3. Confidential Employees within the meaning of the New Jersey Employer-Employee Relations Act.
- D. Definition of Employee
 - 1. Unless otherwise indicated, the term "employee" when used within this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined and references to "male" employees shall include female employees.
 - 2. Temporary employees shall be considered as any employee doing unit work on a per diem or hourly basis. Temporary employees shall not be permitted to fill vacant positions for more than 90 consecutive days.

D. Definition of Employee (continued)

3. Permanent Employees shall be considered as an employee who has acquired Civil Service Permanent Status in his position after the satisfactory completion of a probationary period.
4. Part-Time Employees shall be considered as an employee whose regular hours of duty are less than the regular or normal workweek for that class of work.

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment of the Association.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making a claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits - The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement only.
2. Year End Grievances - In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure which affect 10 month employees only by the end of the school year, and if left unresolved until the beginning of the next school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

GRIEVANCE PROCEDURE (continued)

C. Procedure (continued)

3. Level One - Immediate Supervisor - An employee with a grievance shall first discuss it with his immediate supervisor within five (5) school days after becoming aware of the occurrence either directly or through the Association's designated representative, with the objective of resolving the matter informally.
4. Level Two - Appropriate Administrator (Principal, Business Manager) - If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the appropriate administrator.
5. Level Three - Superintendent - If the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within five (5) school days after the grievance was delivered to the appropriate administrator he may, within five (5) school days after a decision by the appropriate administrator or ten (10) school days after the grievance was delivered to the appropriate administrator, whichever is sooner, submit his grievance to the Superintendent. The Superintendent shall review the grievance and within a period of ten (10) school days shall render a decision in writing to the aggrieved person.
6. Level Four - Board Level - If the aggrieved person is not satisfied with the disposition of his grievance at Level Three or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit his grievance to the Board of Education. The Board shall conduct a hearing within a period of twenty (20) school days after receipt of the grievance and shall render a decision in writing to the aggrieved person.
7. Level Five - Arbitration - (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Four (4), or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board, he may request in writing that the Association submit its grievance to arbitration within twenty (20) school days after the receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators may be made by either party to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision. The arbitrator shall be limited to the issues and shall consider nothing else. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. He can add nothing to, nor subtract anything from, the agreement between the parties. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) In the event that the arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

1. Any aggrieved person may be represented at all levels of the Grievance Procedure by a representative selected by the Association.
2. If a grievance affects a group of employees, the Association may submit such grievance in writing to the appropriate administrator directly and the processing shall commence at Level Two.
3. No reprisals shall be taken by the Board or their administrators against any member of the Association because of their participation in the grievance procedure.

E. Miscellaneous

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing, setting forth the decision and the reasons and shall be transmitted to all parties.

GRIEVANCE PROCEDURE (Continued)

E. Miscellaneous (Continued)

Content of written grievances, when prepared should contain at least:

1. The nature of the grievance.
2. The nature and extent of the injury, loss or inconvenience.
3. The results of previous discussions.
4. His dissatisfaction with decisions previously rendered.
5. The remedy sought by the grievant.

Separate Grievance File - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the "Personnel File" of any of the participants.

It is understood that employees shall during and notwithstanding the pendency of any grievance, shall continue to function in their duties, until such grievance or any effect thereof shall be fully determined.

Any violation of this Agreement will be handled through the Grievance Procedure as outlined in this Agreement until the procedure is fully exhausted.

EMPLOYMENT PROCEDURES

A. Placement on Salary Scale

1. Adjustment of salary schedule - Each employee shall be placed on his proper step of the salary schedule as of the beginning of the 1984-85 fiscal year.

Any employee employed prior to February 1st of any fiscal year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Resignation

1. Any employee who is resigning from his position shall give fourteen (14) calendar days notice.
2. Any earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
3. If the full two weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

C. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year pursuant to proper Civil Service Rules and Regulations.

D. Assigned Duties

All employees shall work within their appropriate classification for their position pursuant to Civil Service Rules and Regulations.

E. Transporting Students

No employee shall be required to use their personal vehicle in the performance of their school duties.

SALARIES

The salary of each employee covered by this Agreement is set forth in the Salary Schedules that are attached hereto and made a part hereof.

A. Method of Payment

1. Twelve-Month Employees

Each employee on a twelve (12) month basis shall be paid twenty-four (24) semi-monthly installments.

2. Ten-Month Employees

Each employee on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. Exceptions

When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

4. Final Pay

Ten (10) month employees shall receive their final pay and the pay schedule for the following year on their last working day in June. Twelve (12) month employees shall follow the regular pay schedule.

5. Change in Classification

The Association shall be informed any time an employee applies to Civil Service for reclassification of their position/salary status.

PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under hazardous or unsafe conditions or to perform tasks which endanger their health, safety, or well-being.
- B. An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil...in the absence of a certificated person...only as allowed by State Statutes.
- C. Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in the favor of the employee.
- D. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties, for the purpose of protecting his employment.

When absence arises out of or from such assault or injury, an employee shall not forfeit any sick leave or personal leave.

Benefits derived under this or subsequent agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any employee when absence arises out of or from assault or injury.

- E. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal Supervisor.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning annual financial reports and directory of all personnel in the unit, and minutes of all board meetings (public) and such other information that shall assist the Association in developing accurate and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint. ..
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in grievance procedures, he shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. ..
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. This shall be done with prior approval of the principal and this shall not be unreasonably withheld.
- E. The Association shall have the right to use the present inter-school mail facilities and school mailboxes, for official Association business, with the approval of the principal.
- F. The Association and its representatives shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all other types of audio-visual equipment at reasonable times. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The equipment shall be operated by competent personnel.
- G. The Board shall enter no contract which will result in work being provided to a contractor which would result in a reduction of the work force in the present job classifications allotted during the terms of this Agreement.
- H. The Board shall grant leave with pay to the President of the Association as requested during his term of office. This leave shall be pursuant to Civil Service Rule 4:1 - 17.4, which states "Any employee who is a duly authorized representative of any of the organizations listed in N.J.S.A. 38:23-2 and any amendment thereto shall be granted a leave of absence with pay for an aggregate period not to exceed five days in any calendar year for the purpose of traveling to and from and attending any state or national convention of said organization." ..
- I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the employees and to no other organizations.

DEDUCTION FROM SALARY

Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees, dues for the Maurice River Township Supportive Association/NJEA. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the Maurice River Township Supportive Association by the fifteenth of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the association(s) named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board a written notice prior to the effective date of such change.
3. Any employee may elect to have deposited into the Cumberland County Teachers Credit Union a sum of his own choice. This shall be deposited into the employees own personal account with the credit union.

EXTENDED LEAVES OF ABSENCE

A. Military

Military Leave without pay will be granted to any employee who is drafted or enlists in any branch of the armed forces of the United States, as according to Civil Service Rules, Title 4:1-17.3.

B. Maternity Leave

Any employee granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay benefits for the same.

Any employee may continue her duties during pregnancy as long as she provides a certificate from her doctor that states she may continue.

C. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

D. Return from Leave

Salary - Upon return from leave granted pursuant to Section B of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

Benefits - All benefits to which the employee was entitled at the time of his leave of absence commenced, shall be restored to him upon his return. He shall be assigned to the same position which he held at the time said leave commenced if available or, if not, to a substantially equivalent position.

E. Extensions and Renewals

All extensions, renewals of leaves shall be applied for and granted in writing, pursuant to Civil Service Regulation 11:24 A6.2.

TEMPORARY LEAVES OF ABSENCE

- A. Types of Leave - Employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay for each school year:
1. Personal - To be taken under sick leave up to a maximum of three (3) days. Employees shall provide, except in cases of emergency, at least forty-eight (48) hours notice prior to utilizing personal leave.
 2. Death - Up to three (3) days at any one time in the event of death of an employee's spouse, child, son-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household.
 3. Good Cause - Other leaves of absence with pay may be granted by the Board for good reason.
 4. In Addition to Sick Leave - Leaves taken pursuant to Section A above shall be in addition to any other leave to which the employee is entitled pursuant to Civil Service Rules and Regulations.
 5. NJEA Convention - One (1) day to attend the NJEA Annual Convention provided proof of attendance is submitted.

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, or sex.

B. Board Policy

This Agreement supplements Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

C. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

D. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

WORK SCHEDULE - Daily Work Hours

A. Aides - Ten (10) Month Employees

The regular work hours for Aides shall be two and one-half hours (2-1/2) per working day. Additional hours will be compensated at the regular hourly rate. Any clean-up time shall be included in the above work hours.

B. Bus Drivers - Ten (10) Month Employees

1. Regular Bus Drivers of Type I Vehicles:

When the regular bus drivers of Type I vehicles are required to work additional time past their regular assignments on a run other than those runs specified on Attachment Two, then they will be compensated on an hourly prorated basis. For purposes of determining the hourly rate, a driver's normal workday shall be considered to be four (4) hours.

2. Special Education Bus Drivers (Type II and III Vehicles):

Type II and III Vehicle runs will vary as to time and distance. However, drivers will not receive variable compensation for these runs.

3. All bus drivers will take vehicle and assignment given to them by the administration. Drivers will be required to take all field trips that occur during the school day on a rotating basis. Field trips that occur on a non-school day will be offered on a rotating volunteer basis. Drivers will be required to take additional runs in emergencies when assigned by the administration.

4. Bus drivers will be paid their hourly rate while instructing a new bus driver. This shall be done on a volunteer basis. If no volunteers are available, then this assignment shall be rotated among all permanent bus drivers.

C. Custodians/Maintenance - Ten (10) and Twelve (12) Month Employees

1. The working hours for all full-time (12-month employees) Custodians/Maintenance shall be eight (8) hours, which shall include a thirty (30) minute duty free lunch period.

2. The working hours for all part-time personnel (10-month employees) shall be consistent with established practice as defined in the Salary Schedule and shall include a duty free thirty (30) minute lunch period. Anyone working less than eight (8) hours shall be considered part-time personnel, and their working hours shall be prorated.

D. Food Service Workers - Ten (10) Month Employees

1. All part-time Food Service Workers shall work a three (3) hour day.
2. All full-time Food Service Workers will work a six (6) hour day, including a thirty (30) minute duty-free lunch period.
3. Assistant Cafeteria Manager shall work a seven (7) hour day which will include a thirty (30) minute duty-free lunch period.

E. Secretaries - Twelve (12) Month Employees

1. The working hours for all twelve (12) month secretaries shall be seven and one-half hours (7-1/2) which shall include a thirty (30) minute duty-free lunch period.
2. The working hours shall be between the hours of 8:00 a.m. and 4:00 p.m.; however, the administrator, with the approval of the Board, will have the authority to adjust the hours to meet the needs of the district with the following stipulations:
 - a. One week prior notification for any personnel affected.
 - b. Length of the workday will remain consistent with the above paragraph.
 - c. The workday shall not begin before 7:00 a.m. and end no later than 5:00 p.m.

F. Call-Time and Overtime

1. Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of four (4) hours.
2. Overtime shall be paid at the rate of time and one-half of the employees' regular hourly rate of pay for all time worked, in excess of the base workweek for their classification. For the purpose of determining overtime, the following shall count as regular workdays:
 - a. Holidays
 - b. Paid vacation days.
3. Any overtime or call-back time shall be with the approval of the administration.
4. It is the intent of both parties to allow compensatory time off for hours worked in excess of the employee's normal work day in a given classification.

G. Coffee Breaks

Any employee working four (4) hours or less shall receive one ten (10) minute uninterrupted "period." When working five (5) hours or more, they will receive two ten (10) minute breaks. The time shall be standardized and mutually agreed upon by the employee and immediate supervisor.

WORK YEAR

A. Aides

All Aides shall be hired annually on a ten (10) month basis. The ten (10) month contract shall commence on September 1, and expire on June 30.

B. Bus Drivers

All Bus Drivers shall be contracted on a ten (10) month basis, for their base contractual salary (schedule).

C. Custodians/Maintenance

All twelve (12) month employees shall be contracted commencing on July 1 and expiring on June 30.

All ten (10) month employees shall be contracted commencing on September 1 and expiring on June 30.

D. Food Service Workers

All Food Service Workers shall be contracted on a ten (10) month annual contract commencing on September 1 and expiring June 30. The daily work schedule of all ten (10) month Aides shall be according to the school calendar.

E. Secretary/Clerk

The work year for twelve (12) month employees shall commence July 1 and expire June 30.

The work year of ten (10) month employees shall commence on September 1 and expire on June 30.

SUMMER WORK SCHEDULE - Twelve (12) Month Employees

1. The Summer Work Schedule shall begin on the first day immediately following the formal closing of school for students.
2. The Summer Work Day for all employees covered under this contract shall consist of:
 - a. Six (6) hours for secretarial employees.
 - b. Seven (7) hours for custodians, and maintenance personnel.
3. The Summer Work Schedule shall include the duty-free lunch period and coffee breaks as specified.
4. Starting time of the Summer Work Schedule shall be designated by the Maurice River Township Administrator.
5. Except as mutually agreed between parties, all employees will work the day shift during the Summer Work Schedule.

VACATION SCHEDULE

1. Vacation eligibility shall be determined as of July 1st of each year.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
3. The vacation schedule will apply only to twelve (12) month employees.

Vacation for the twelve (12) month employees will be as follows:

Less than 1 year	1 working day per month
1 - 5 years	13 working days
5 - 11 years	16 working days
12 - 19 years	21 working days
20 years and over	26 working days

HOLIDAYS

For all twelve (12) month employees, holidays shall be observed in accordance with the established holiday schedule reflected in the School Calendar, plus any other holiday mandated by law as a legal holiday for all public employees.

EMPLOYEE FACILITIES AND EQUIPMENT

All employees, where applicable, shall be provided with the appropriate equipment necessary to do quality work.

PROMOTIONS

- A. Any job classified according to Civil Service regulations shall be enforced and all personnel shall be so notified on the Employee Bulletin Board.
- B. Any employee presently working within the district shall be given preference for the new promotion or position.
- C. The Board of Education reserves the right to establish new positions and their salary ranges. Either party reserves the right to proceed to PERC for a unit determination/clarification in the event of a dispute.

FAIR DISMISSAL PROCEDURE

In accordance with the New Jersey Administrative Code 4:1-16:1 to 4:1-16:14, the Civil Service Rules will apply to all unit employees in the area of separation and demotion. This section is subject to modification and change by the New Jersey Civil Service Commission, as it applies to local government authority.

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position. However, if a qualified volunteer is not available, then Civil Service Regulation 4:1-15.3 shall prevail.

B. Notice of Transfer

Notice of an involuntary transfer or reassignment is necessary and employee's area of competence, length of service in the Maurice River Township School District, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred or reassigned.

NEGOTIATION OF SUCCESSOR AGREEMENT

Policy Changes

- A. Consistent with Chapter 123, P.L. of New Jersey 1975, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- B. Not later than January 15, 1986, the parties agree to initiate negotiations over a Successor Agreement in accordance with the procedure set forth herein. By the same date, the parties agree to present its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. Each party shall make available to the other, upon request, information within its possession which is relevant to the subject under discussion. Either party may, if they so desire, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. Whenever the Association President or his designee is scheduled to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

Modification

- A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Maurice River Township Supportive Association/NJEA for the duration of this Agreement.
- C. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

SICK LEAVE

A. Accumulative

1. All twelve (12) month employees shall be entitled to fifteen (15) sick leave days each fiscal year as of the first official day of said fiscal year whether or not they report for duty that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. For new employees, one (1) day per month, thereafter, they shall receive one and one-quarter (1-1/4) days per month, as per Civil Service Rules and Regulations.
2. Ten (10) month employees shall receive twelve (12) days per work year.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave as of July 1st of the fiscal year with written notice being given no later than September 30th.

C. Retirement

Upon retirement after a minimum of ten (10) years of service and a minimum age of 55 years, full-time employees will be granted 100% of their unused, accumulated sick time, or upon death the money will be paid to their estate. This includes ten (10) month employees.

In a case where an employee is "laid off" before meeting the eligibility requirements, they would be fully compensated for all accumulated sick leave. Full payment is to be made within thirty (30) calendar days of effective date of lay-off.

- D. Employees that resign their position or who are terminated for just cause before meeting the eligibility requirements, shall not be eligible for these benefits.

INSURANCE PROTECTION

As of the beginning of the fiscal year, the Board shall provide health care insurance protection as designated below.

- . Provision of the health care insurance program shall be detailed in matter, policies and contracts agreed upon by the Board and the Association.
- . For each employee who remains in the employ of the Board for the full year, the Board shall make the payment of insurance premiums to provide full coverage for the twelve (12) month period commencing on July 1st and ending June 30th. When necessary, payment of premiums in behalf of the employee shall be retroactive to insure uninterrupted coverage and participation.
- . The Board shall provide to each employee a description of the health care insurance coverage provided under this article no later than the beginning of the fiscal year, which shall include a clear description of the conditions and limits of coverage.
- . All members of the Association shall be entitled, at unfixed rates, for the State Health and Medical Benefits Plan as named by the Board.
- . All members of the Association shall be eligible, at unfixed rates, for the Family Prescription Plan (\$1.00 co-pay). The carrier to be named by the Board.
- . The Board will allow retired employees to remain a part of the group plan if such employees pay the premium insurance.
- . All members of the Association and their families shall be eligible for the Dental Plan (New Jersey Dental Plan).

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1984 and shall continue in effect until June 30, 1986. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, tested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Maurice River Township Supportive Association/NJEA

Date _____

Maurice River Township Board of Education

Date _____

BY: _____ Association President

BY: _____ Board President

BY: _____ Association Secretary

BY: _____ Board Secretary

WAGE SCHEDULE AS OF 9/1/81

State No.	Pension No.	Name	Yearly Wage	Wage Per Pay	Wage Per Day	Wage Per Hr.	Hours Worked	Months Worked	Date Employed	NJEA	S
		BUS DRIVERS									
153 30 1118	291529	Allen, D.	5,624.92	281.25	28.13	7.03	4	10			
232 68 9181	353184	Charlesworth, B.	5,179.67	258.98	25.90	6.48	4	10			
158 32 0363	655258	Chatten, W.	3,749.60	187.48	18.75	4.69	4	10			
140 38 8316	655940	Goff, M.	3,749.60	187.48	18.75	4.69	4	10			
138 32 1535	655257	Hoffman, M.	3,749.60	187.48	18.75	4.69	4	10			
157 22 5775	438636	Lorentz, F.	4,862.88	243.49	24.35	6.09	4	10			
138 28 4772	3086	Pedrick, D.	1,874.80	187.48	18.75	4.69	4	10	Permanent: 2/1/85		
158 26 8698	201693	Rafine, J.	5,839.64	291.98	29.20	7.30	4	10			
157 18 5437	223222	Robinson, M.	5,731.59	286.58	28.66	7.17	4	10			
204 22 0124	201691	Veach, J.	6,592.05	329.60	32.96	8.24	4	10			
153 26 5512	345701	Warfle, E.	5,624.92	281.25	28.13	7.03	4	10			
147 32 4479	201686	Whildin, E.	5,530.39	276.52	27.65	6.91	4	10			
154 24 2412	254353	Whildon, E.	5,731.59	286.58	28.66	7.17	4	10			
		CAFETERIA									
143 22 1474	459687	Chance, M.	5,977.97	298.90	29.89	7.47	6	10			
148 22 5453	401123	Cox, N.	7,776.55	388.83	38.88	5.55	7	10			
137 24 3624	345502	Dodson, S.	6,206.74	310.34	31.03	5.17	6	10			
136 26 3517	574861	Phillips, I.	12,000.00	600.00	60.00	8.57	7	10			
214 30 8151	527998	Stanley, L.	5,644.48	282.22	28.22	4.70	6	10			
125 23 5280	570249	Tozer, M.	5,644.48	282.22	28.22	4.70	6	10			
155 44 8956	485335	Platt, C.	3,870.00	193.50	19.35	4.84	4	10 part-time			

WAGE SCHEDULE AS OF 9/1/84

Pension No.	Name	Yearly Wage	Wage Per Pay	Wage Per Day	Wage Per Hr.	Hours Worked	Months Worked	Date Employed	UFA
	CUSTODIANS								
105 28 5062	Buffa, T.	14,540.25	605.84	55.92	6.99	8	12		
11 30 1734	Crawford, J.	7,776.73	388.84	38.88	7.77	5	10		
17 34 1031	Parside, M.	14,540.25	605.85	55.92	6.99	8	12		
17 11 4517	Harby, G.	5,547.00	277.35	27.74	6.94	4	10 part-time		
10 09 1559	Ottinger, H.	9,332.29	466.62	46.66	7.78	6	10		
	MAINTENANCE								
10 28 8738	Riley, E.	12,956.06	831.50	76.75	9.59	8	12		
105 40 4318	McHugh, J.	14,512.50	604.69	55.82	6.98	8	12		
	SCHOOL AIDES								
17 38 7882	Gribble, N.	5,052.50	252.63	25.26	3.61	7	10		
14 42 3639	Groover, E.	5,052.50	252.63	25.26	3.61	7	10		
12 24 9360	Goehl, F.	5,805.00	290.25	29.03	4.15	7	10		
16 36 5491	Reeves, M.	5,052.50	252.63	25.26	3.61	7	10		
11 50 2436	Ritzler, K.	5,052.50	252.63	25.26	3.61	7	10		
14 20 8316	Bavarese, M.	5,052.50	252.63	25.26	3.61	7	10		
	OFFICE STAFF								
102 21 0288	Huques, M.	9,900.00	495.00	49.50	9.00	5½	10		
126 58 6241	Noon, J.	11,956.15	498.17	45.99	6.13	7½	12		
152 38 4820	Oliver, B.	13,400.00	558.33	51.54	6.87	7½	12		
153 34 7673	Kline, R.	12,430.32	517.93	47.81	6.38	7½	12		
168 56 1433	Sharpless, N.	10,500.00	437.50	40.39	5.39	7½	12		

WAGE SCHEDULE AS OF 9/1/85

Pension No.	Name	Yearly Wage	Wage Per Pay	Wage Per Day	Wage Per/Hr.	Hours Worked	Months Worked	Date Employed	NJEA
BUS DRIVERS									
153 30 1118	Allen, D.	6,018.66	300.93	30.09	7.52	4	10		
142 68 9181	Charlesworth, B.	5,542.25	277.11	27.71	6.93	4	10		
148 12 0161	Chatten, W.	4,012.07	200.60	20.06	5.02	4	10		
140 38 8316	Goff, M.	4,012.07	200.60	20.06	5.02	4	10		
148 32 1535	Hoffman, M.	4,012.07	200.60	20.06	5.02	4	10		
157 22 5775	Lorenzo, F.	5,210.77	260.54	26.05	6.51	4	10		
148 28 4772	Pedrick, D.	4,012.07	200.60	20.06	5.02	4	10		
158 26 8698	Rafine, J.	6,248.41	312.42	31.24	7.81	4	10		
157 18 5437	Robinson, M.	6,132.80	306.64	30.66	7.67	4	10		
204 22 0124	Veach, J.	7,053.49	352.68	35.27	8.82	4	10		
153 26 5512	Warfle, E.	6,018.66	300.93	30.09	7.52	4	10		
147 32 4479	Whildin, E.	8,530.39	426.52	42.65	10.66	4	10		
154 24 2412	Whildon, E.	6,132.80	306.64	30.66	7.67	4	10		
CAFETERIA									
143 22 1474	Chance, M.	6,396.43	319.82	31.98	5.33	6	10		
148 22 5453	Cox, N.	8,320.91	416.05	41.61	5.95	7	10		
137 24 3624	Dodson, S.	6,641.21	332.06	33.21	5.54	6	10		
136 26 3517	Phillips, I.	12,750.00	637.50	63.75	9.11	7	10		
214 30 0151	Stanley, I.	6,039.59	301.98	30.20	5.03	6	10		
125 21 5280	Tozer, M.	6,039.59	301.98	30.20	5.03	6	10		
155 44 8956	Platt, C.	4,140.90	207.05	20.71	5.18	4	10 part-time		

Acc. No.	Pension No.	Name	Yearly Wage	Wage Per Pay	Wage Per Day	Wage Per Hr.	Hours Worked	Months Worked	Date Employed	WJE
CUSTODIANS										
155 28 9062	451418	Buffa, T.	15,558.07	648.25	59.84	7.48	8	12		
141 40 1734	246669	Crawford, J.	8,321.10	416.06	41.61	8.32	5	10		
137 44 1031	345885	Farside, M.	15,558.07	648.25	59.84	7.48	8	12		
127 11 4517	485336	Harby, G.	5,935.29	296.77	29.68	7.42	4	part-time		
146 09 1559	345482	Ottlinger, H.	9,985.55	499.28	49.93	8.32	6	10		
MAINTENANCE										
1 40 28 8738	201449	Riley, E.	21,356.06	889.84	82.14	10.27	8	12		
155 40 4318	655586	McHugh, J.	15,528.38	647.02	50.73	7.47	8	12		
SCHOOL AIDES										
137 38 7882	670015	Gribble, N.	5,406.18	270.31	27.03	3.86	7	10		
144 42 3639	392685	Groover, E.	5,406.18	270.31	27.03	3.86	7	10		
072 24 9380	670017	Koehl, F.	6,211.35	310.57	31.06	4.44	7	10		
136 36 5491	670016	Reeves, M.	5,406.18	270.31	27.03	3.86	7	10		
141 50 2436	670462	Ritzler, K.	5,406.18	270.31	27.03	3.86	7	10		
141 20 8316	674782	Savarese, M.	5,406.18	270.31	27.03	3.86	7	10		
OFFICE STAFF										
202 21 0288	641813	Hughes, M.	9,900.00	495.00	49.50	9.00	5½	10		
136 58 6241	641812	Noon, J.	12,793.08	533.05	49.20	6.56	7½	12		
152 38 4820	653231	Oliver, B.	14,700.00	612.50	56.54	7.54	7½	12		
153 34 7673	444488	Kline, R.	13,300.44	554.19	51.16	6.82	7½	12		
168 56 1433	3093	Sharpless, N.	11,500.00	479.17	44.23	5.90	7½	12		

Attachment #2

EXTRA RUNS AND SUBSTITUTE PAYS

	<u>1983-84</u>	<u>1984-85</u>	<u>1985-86</u>
Substitute Drivers: Daily	21.54	23.16	24.78
High School Run: Daily	8.18	8.79	9.41
In State: Hour	4.29	4.61	4.93
Out Of State: Hour	6.76	7.27	7.78
Library: Daily	6.85	7.36	7.88
Kindergarten Run: Daily	3.91	4.20	4.49
Late Run: Hour	7.28	7.83	8.38

Any runs other than those specified above will be compensated on an hourly prorated basis.

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DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1984 and shall continue in effect until June 30, 1986. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, tested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Maurice River Township Supportive Association/NJEA

Date

7/23/85

Maurice River Township Board of Education

Date

7/31/85

BY:

Nina Cook

Association President

BY:

Anthony W. Longhi

Board President

BY:

Erin J. Hoover

Association Secretary

BY:

Shirley Ernst

Board Secretary